

Original Title Page

MATSON/MELL SPACE CHARTER AGREEMENT (PACIFIC ISLANDS)

A Space Charter Agreement

FMC Agreement No. 012356-001

Expiration Date: None

MATSON/MELL SPACE CHARTER AGREEMENT (PACIFIC ISLANDS)  
FMC No. 012356  
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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Matson/MELL Space Charter Agreement (Pacific Islands) (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Matson to charter space from MELL and for MELL to charter space from Matson in the Trade (as hereafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1. Matson Navigation Company, Inc. ("Matson")  
555 12<sup>th</sup> Street  
Oakland, CA 94607
2. Mariana Express Lines Pte. Ltd. ("MELL")  
143 Cecil Street #21-01 GB Building  
Singapore 069542

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports in the United States West Coast; Guam; Kaohsiung, Taiwan; Manila, Philippines; Hong Kong, on the one hand, and ports in Chuuk, Pohnpei, Kosrae, Majuro, Palau and Yap on the other hand (the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Matson is authorized to charter to MELL, and MELL is authorized to purchase from Matson, space for the movement of loaded containers in the Trade on "as needed, as available" basis on each sailing of vessels used by the parties in the Trade. Likewise, MELL is authorized to charter to Matson, and Matson is authorized to purchase from MELL, space for the movement of loaded containers in the Trade on "as needed, as available" basis on each sailing of

vessels used by the parties in the Trade. All such space chartered by or to either Matson or MELL shall be made available at such slot charter hire and on such other terms as the Parties shall agree from time to time.

5.2 Matson shall be responsible for operation of its vessels and shall procure that both it and the vessels comply with the requirements of the ISM code. MELL shall be responsible for operation of its vessels and shall procure that both it and the vessels comply with the requirements of the ISM code.

5.3 MELL shall not sub-charter slots made available to it hereunder to any third-party ocean carrier without the prior consent of Matson. Matson shall not sub-charter slots made available to it hereunder to any third-party ocean carrier without the prior consent of MELL.

5.4 The Parties are authorized to discuss and agree upon routine operational and administrative matters including, but not limited to, procedures for allocating space, forecasting, stevedoring and terminal operations, recordkeeping, responsibility for loss, damage or injury (including provisions of bills of lading relating to same), the interchange of information and data regarding all matters within the scope of this Agreement, terms and conditions for force majeure relief, insurance, guarantees, indemnification, and compliance with customs, safety, security, documentation, and other regulatory requirements.

5.5 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda, writing and other communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement with the Federal Maritime Commission as well as the authority to delegate same: (a) any authorized officer of a Party and (b) legal counsel for a Party.

ARTICLE 7: MEMBERSHIP AND RESIGNATION

7.1 New parties to this Agreement may be added only upon unanimous consent. The addition of any new party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2 Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8: VOTING

Actions taken pursuant to this Agreement or any amendment thereof shall be by mutual consent of the Parties.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

This Agreement shall be effective as of the date it becomes effective under the U.S. Shipping Act of 1984, as amended. It shall continue in effective indefinitely. Either Party may resign from this Agreement by giving not less than sixty (60) days advance written notice.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 The interpretation, construction and enforcement of this Agreement, and all rights and obligations between the Parties under this Agreement, shall be governed by the laws of California; provided, however, that nothing herein shall relieve the Parties of obligations to comply with the Shipping Act of 1984, as amended.

10.2 Any and all disputes arising out of or in connection with this Agreement which cannot be resolved amicably shall be resolved by arbitration in California pursuant to the rules of the American Arbitration Association.

ARTICLE 11: INDEMNITY

Each party will defend, indemnify and hold the other party harmless from and against all claims, expenses (including attorneys' fees) and liabilities the other carrier may incur to the extent caused by the negligence or other fault of the indemnifying party, its agents and employees in connection with any loss, damage, delay or misdelivery of goods or any loss or damage of containers occurring while in possession or custody of the indemnifying carrier, its agents or subcontractors under this agreement.

ARTICLE 12: INSURANCE

- (i) Each party shall maintain at its own expense insurance coverage as follows: -  
All risks of physical loss or damage to containers it receives, including war risk, strike riot and civil commotion.
- (ii) Comprehensive General Liability Insurance against bodily injury and property damage.

ARTICLE 13: MISCELLANEOUS

13.1 The Parties agree that neither Party hereto shall have the right to assign or transfer any of its rights or obligations hereunder without written consent of the other Party.

13.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. Except as the Parties may otherwise agree, neither Party shall be deemed the agent of the other for the purpose of this Agreement and/or for any matters or things done or not done under or in connection with this Agreement.

13.3 Any correspondence or notices hereunder shall be made by courier service or registered mail, or in the event expeditious notice is required, by facsimile confirmed by courier or registered mail, to the following addresses:

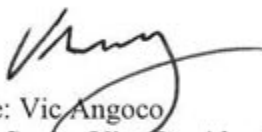
<u>Matson:</u>  Matson Navigation Company, Inc. 555 12 <sup>th</sup> Street Oakland, CA 94607 Attn: Steve Rubin E-mail: <a href="mailto:srubin@matson.com">srubin@matson.com</a> Facsimile: 510/628-7365	<u>MELL:</u>  Mariana Express Lines Pte. Ltd. 143 Cecil Street #21-01 GB Building Singapore 069542 Attn: Teo Yew Ping E-mail: <a href="mailto:yewping.teo@sgp.mellship.com">yewping.teo@sgp.mellship.com</a> Facsimile: (65) 6597 1110
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FMC No. 012356  
First Revised Signature Page

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by  
their duly authorized representatives as of this 13 day of April, 2018.

Matson Navigation Company, Inc.

By:   
Name: Vic Angoco  
Title: Senior Vice President Pacific

Mariana Express Lines Pte. Ltd.

By:   
Name: Teo Yew Ping  
Title: General Manager

